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seem to be a startling occasion, a statement made before there is time for fabrication, the content of which relates to the circumstances of the occurrence. A number of courts in treating matters coming distinctly under the head of spontaneous utterances of this kind have confused the requirements with those of other forms of *res gestae*, and particularly with those of verbal acts. The elements of a verbal act are either that the words must be a part of the issue under the substantive law involved or must be such as to give a certain legal significance to the principal occurrence, and such statements have generally been held only to be admissible if those of the actor and if precisely contemporaneous in time with the principal act. Courts, then, in confusing these two classes of evidence have called statements made after the time of the accident and not in exclamatory form "narrative," and exclude such statements on the basis that they are not a part of, contemporaneous with, or having a particular bearing on the principal act, without considering that the real necessity is that such statements must merely be made under such circumstances as to guarantee their truthfulness. In *Carroll v. Knickerbocker Ice Co.*, 218 N. Y. 935, the court considers that the mere fact that the statement was in narrative form sufficient reason for excluding it. Other such cases are: *Vicksburg M. R. Co. v. O'Brien*, 119 U. S. 99; *Dompier v. Lewis*, 131 Mich. 144; *Clark v. Electrical Supply Co.*, 72 Mo. App. 506; *Ruschenberg v. So. Elec. R. Co.*, 161 Mo. 70, 61 S. W. 626. In *Butler v. M. Ry. Co.*, 143 N. Y. 417, 38 N. E. 454, the court does not seem to consider spontaneous utterance as a basis for the admission of evidence, but stated that statements were admissible only when unfolding the character or quality of the principal act. *Williams v. So. Pac. Co.*, 133 Cal. 550, goes so far as to intimate that narration in any form, even though given during the time of the principal occurrences in question, may be excluded. It is evident that if so strict a rule were consistently followed most spontaneous utterances would be entirely excluded. This case also follows another element of the verbal act doctrine in its intimation that only principal actors' statements are so admissible, while the spontaneous exclamations of chance witnesses have generally been admitted if the other necessary guaranties of trustworthiness are present. Other cases following the principal case in admitting statements of this kind when the necessary elements of trustworthiness are present are: *Louis v. Ill. Cen. R. Co.*, 140 La. 1; *Freemen v. Ins. Co.*, 195 S. W. 545; *Daly v. Pryor*, 197 Mo. App. 583, 198 S. W. 91. For a full collection of cases of this type, see 42 L. R. A. (N. S.) 918.

INSURANCE—DEATH WHILE IN MILITARY SERVICE.—A life insurance policy provided, "If, within five years from the date of this policy, the insured shall engage in military or naval service in time of war, the liability of the company, in event of the death of the insured while so engaged * * * shall be limited to the return of the regular premium * * *" After the issuance of the policy the insured was inducted into military service under the provisions of the Selective Service Law, and died of pneumonia in a hospital at Camp Taylor, Kentucky. In an action by his administrator to recover the

face value of the policy, it was *held*, the company was not liable. *Bradshaw v. Farmers' and Bankers' Life Ins. Co.* (Kans., 1920), 193 Pac. 332.

A life insurance policy contained this provision: "This policy is incontestible after one year from date of issue * * *: Provided, however, that it is especially understood and agreed that, in case of the death of the insured while engaged in any military or naval service in time of war, the beneficiary" shall recover a sum equal to the total premiums paid, etc. The insured enlisted in the naval service of the United States during the Great War, and died of pneumonia while at his home on furlough shortly after the Armistice. In an action by his administrator, *held*, the company was liable for the full amount of the policy. *Long v. St. Joseph Life Ins. Co.* (Mo. App., 1920), 225 S. W. 106.

The problem of these cases is discussed and the cases reviewed in 18 MICH. L. REV. 686. See also *Ibid.* 801. Since those notes several cases, in addition to the principal cases, have been decided. *Mattox v. New England Mut. Life Ins. Co.* (Ga. App., 1920), 103 S. E. 180, where without discussion of the point the court held the company not liable for the full amount; *Slaughter v. Protective League Life Ins. Co.* (Mo. App., 1920), 223 S. W. 819, where recovery was limited to the premiums paid; *Sandstedt v. American Cent. Life Ins. Co.* (Wash., 1920), 186 Pac. 1069, where also the recovery was limited, though the discussion was on another point. Apparently, the conflicting views of the Courts of Appeals in Missouri will be settled by the Supreme Court of that state, for the *Long* case, *supra*, is certified to the higher court.

INSURANCE—INVOLUNTARY MANSLAUGHTER OF INSURED BY BENEFICIARY DOES NOT BAR RECOVERY.—The beneficiary of a life insurance policy, through his gross negligence, caused the death of the insured. In an action by the beneficiary against the insurer, it was *held* that even though the plaintiff was guilty of involuntary manslaughter under the Penal Code, that fact would not defeat his action. *Throop v. Western Indemnity Co.* (Cal., 1920), 193 Pac. 263.

It is contrary to public policy to permit a person who wilfully kills another to enforce through the courts the contract for the payment of insurance upon the life of the person killed. *New York Mut. Life Ins. Co. v. Armstrong*, 117 U. S. 591; *Anderson v. Life Ins. Co.*, 152 N. C. 1. See 24 HARV. L. REV. 227. The rule forbidding such recovery is analogous to that prevailing in fire insurance, where the fire is set by the insured. 4 COOLEY ON INSURANCE, 3154. The reason given for the existence of the public policy is that to allow a recovery would furnish the party interested the strongest temptation to bring about the event insured against and would encourage crime. The killing in the present case was accidental, and as far as the wording of the contract is concerned a recovery should be allowed. There would, however, seem to be considerable room for argument whether the same rule of public policy which operates in the case of a wilful killing should not apply in the present case. Allowing the plaintiff to recover in